

# EXHIBIT A

EXHIBIT A



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Transmittal Number: 11112172

Date Processed: 04/29/2013

## Notice of Service of Process

**Primary Contact:** Patricia Fairfield  
Apollo Group, Inc.  
4025 S. Riverpoint Parkway  
Mail Stop CF-KX01  
Phoenix, AZ 85040

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<b>Entity:</b>	The University Of Phoenix, Inc. Entity ID Number 2740431
<b>Entity Served:</b>	University of Phoenix
<b>Title of Action:</b>	Jaime Reborn vs. University of Phoenix
<b>Document(s) Type:</b>	Summons/Complaint
<b>Nature of Action:</b>	Contract
<b>Court/Agency:</b>	Clark County District Court, Nevada
<b>Case/Reference No:</b>	A-13-680757-C
<b>Jurisdiction Served:</b>	Nevada
<b>Date Served on CSC:</b>	04/26/2013
<b>Answer or Appearance Due:</b>	20 Days
<b>Originally Served On:</b>	CSC
<b>How Served:</b>	Personal Service
<b>Sender Information:</b>	Jaime Reborn 702-773-2642

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC  
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2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | [sop@cscinfo.com](mailto:sop@cscinfo.com)

1 SUMM  
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6 DISTRICT COURT

7 CLARK COUNTY, NEVADA

8 Jaime Reborn  
9 4759 Arroyo Seco Dr.  
10 Las Vegas, NV 89115  
11 702-773-2642

12 Plaintiff(s),

13 -vs-  
14 UNIVERSITY OF Phoenix,  
15 APollo Group, DOES 1-40

Defendant(s).

CASE NO. A-13-680757-C  
DEPT. NO. XXXI

16 SUMMONS - CIVIL

17 NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU  
18 WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.  
19 READ THE INFORMATION BELOW.

20 TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against  
21 you for the relief set forth in the Complaint.

- 22 1. If you intend to defend this lawsuit, within 20 days after this Summons is  
23 served on you, exclusive of the day of service, you must do the following:  
24 (a) File with the Clerk of this Court, whose address is shown below, a  
25 formal written response to the Complaint in accordance with the rules  
26 of the Court, with the appropriate filing fee.  
27 (b) Serve a copy of your response upon the attorney whose name and  
28 address is shown below.

- 1
2. Unless you respond, your default will be entered upon application of the
- 3 Plaintiff(s) and failure to so respond will result in a judgment of default
- 4 against you for the relief demanded in the Complaint, which could result in
- 5 the taking of money or property or other relief requested in the Complaint.
- 6
7. If you intend to seek the advice of an attorney in this matter, you should do
- 8 so promptly so that your response may be filed on time.
- 9
10. The State of Nevada, its political subdivisions, agencies, officers,
- 11 employees, board members, commission members and legislators each
- 12 have 45 days after service of this Summons within which to file an Answer
- 13 or other responsive pleading to the Complaint.

14 Submitted by:

15 Jame Rebarn

16 Pro Se

17 46759 Arroyo Seco Dr.  
18 Las Vegas, NV 89115  
19 702-773-2642

20 STEVEN D. GRIERSON  
CLERK OF COURT

APR 25 2013

21 By: Tamara Carvalho Date  
Deputy Clerk TAMARA CARVALHO  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, NV 89155

22 NOTE: When service is by publication, add a brief statement of the object of the  
23 action. See Nevada Rules of Civil Procedure 4(b).

## AFFIDAVIT OF SERVICE

STATE OF )  
              )  
COUNTY OF )

\_\_\_\_\_, being duly sworn, says: That at all times herein affiant was and is over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made. That affiant received \_\_\_\_\_ copy(ies) of the Summons and Complaint, \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ and served the same on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ by:

**(Affiant must complete the appropriate paragraph)**

1. Delivering and leaving a copy with the Defendant \_\_\_\_\_ at (state address) \_\_\_\_\_
  2. Serving the Defendant \_\_\_\_\_ by personally delivering and leaving a copy with \_\_\_\_\_, a person of suitable age and discretion residing at the Defendant's usual place of abode located at (state address) \_\_\_\_\_

**[Use paragraph 3 for service upon agent, completing (a) or (b)]**

3. Serving the Defendant \_\_\_\_\_ by personally delivering and leaving a copy at  
(state address) \_\_\_\_\_

(a) With \_\_\_\_\_ as \_\_\_\_\_, an agent lawfully designated by statute to accept  
service of process;

(b) With \_\_\_\_\_, pursuant to NRS 14.020 as a person of suitable age and  
discretion at the above address, which address is the address of the  
resident agent as shown on the current certificate of designation filed with  
the Secretary of State.

4. Personally depositing a copy in a mail box of the United States Post Office,  
enclosed in a sealed envelope, postage prepaid (Check appropriate method):

- Ordinary mail
  - Certified mail, return receipt requested
  - Registered mail, return receipt requested

1 addressed to the Defendant \_\_\_\_\_ at Defendant's last known address which is  
2 (state address) \_\_\_\_\_  
3

4 I declare under penalty of perjury under the law of the State of Nevada that the  
5 foregoing is true and correct.  
6

7 EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
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10 Signature of person making service  
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FILED

APR 25 2 47 PM '13

*Allen L. Johnson*  
CLERK OF THE COURT

DISTRICT COURT  
CLARK COUNTY, NEVADA

Jaime Reborn

Petitioner/Plaintiff,

Vs.

University of Phoenix, Apollo Group  
and Does 1-40

Respondent/Defendant

NO. A-B-680757-C

XXXI

COMPLAINT AND  
DEMAND FOR JURY TRIAL:

1. Breach of Contract
2. Breach of Implied-In-Fact-Contract
3. Breach of Implied Covenant of Good Faith and Fair Dealing
4. Promissory Estoppel
5. Intentional Infliction of Emotional Upset
6. Fraud

COMPLAINT

Plaintiff Jaime Reborn makes the following Complaint against the Defendants University of Phoenix, Apollo Group and DOES 1-40:

#### Jurisdiction

1

The Plaintiff, Jaime Reborn, is a resident of Las Vegas in Clark County Nevada. The claims hereinafter stated arose in whole or part in Clark County, Nevada.

2.

The Defendant, University of Phoenix, Inc. and Apollo Group, are corporations doing business in Las Vegas, Nevada and may be served through its Registered Agent, CSC Services of Nevada, Inc., at 2215-B Renaissance Dr., Las Vegas, NV, 89119

## Facts

3

On January 9<sup>th</sup>, 2007, the Plaintiff began taking online classes at the University of Phoenix, from here on referred to as UOP, in the Doctoral program to receive a Doctoral degree in Management with a specialization in Information Systems Technology from here on referred to in the complaint as DM/IST. The DM/IST program consists of at least 3 years of classes and after those classes are completed a Doctoral Dissertation must also be completed and accepted by UOP for the completion of the degree.

4

The majority of the classes that the Plaintiff took with UOP were conducted online over the Internet. However, UOP does have a physical campus in Las Vegas, Nevada for conducting business.

6.

On December 2<sup>nd</sup>, 2008, the Plaintiff began working with Dr. Shannon Hilliker-VanStrander, an instructor at UOP, as his mentor for the purpose of guiding him through the Doctoral Dissertation process. As per UOP, a student must select a mentor to take the DOC/722 Doctoral Seminar II class. With few exceptions, UOP Doctoral students must pick an instructor as mentor or committee member that are employees of UOP.

7.

The DOC/722 Doctoral Seminar II class is a required course for graduation. December 2008 through December 2011, Dr. Shannon Hilliker-VanStrander acted as mentor/committee chair for the Plaintiff until the Plaintiff terminated this mentor/mentee relationship with Dr. Shannon Hilliker-VanStrander.

8.

Unbeknownst to the Plaintiff during much of this time was that Dr. Shannon Hilliker-VanStrander was instructing the Plaintiff to write his Doctoral Dissertation in format that was not approved by UOP. Dr. Shannon Hillker-VanStrander instructed to the Plaintiff to work from a document that was not approved by UOP. This resulted in the Plaintiff having to retake several classes as his Doctoral Dissertation was not deemed ready to submit to UOP for approval.

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In October of 2009, the Plaintiff took his second class with Dr. Shannon Hilliker-VanStrander. The course was named DOC/733 Doctoral Dissertation. After the class, Dr. Shannon Hilliker-VanStrander did consider the Plaintiff's Doctoral Dissertation to being ready for the first stage of submission for approval.

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In June of 2010, the Plaintiff completed all of his non-Dissertation coursework required by UOP.

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In June of 2010, the Plaintiff took his third class with Dr. Shannon Hilliker-VanStrander. The course was named DOC/733A Doctoral Dissertation. After the class, Dr. Shannon Hilliker-VanStrander did consider the Plaintiff's Doctoral Dissertation to being ready for the first stage of submission for approval.

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12 12.  
13

In August of 2010, the Plaintiff took his fourth class with Dr. Shannon Hilliker-VanStrander. The course was named DOC/733B Doctoral Dissertation. After the class, Dr. Shannon Hilliker-VanStrander did consider the Plaintiff's Doctoral Dissertation to being ready for the first stage of submission for approval.

14  
15 13.  
16

In December of 2010, the Plaintiff took his fourth class with Dr. Shannon Hilliker-VanStrander. This was a retake of the DOC/733B Doctoral Dissertation class. After the class, Dr. Shannon Hilliker-VanStrander did consider the Plaintiff's Doctoral Dissertation to being ready for the first stage of submission for approval.

17  
18 14.  
19

In April of 2011, the Plaintiff took his fifth class with Dr. Shannon Hilliker-VanStrander. This was a second retake of the DOC/733B Doctoral Dissertation class. After the class, Dr. Shannon Hilliker-VanStrander did consider the Plaintiff's Doctoral Dissertation to being ready for the first stage of submission for approval.

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21 15.  
22

In June of 2011, the Plaintiff took his fifth class with Dr. Shannon Hilliker-VanStrander. This was a third retake of the DOC/733B Doctoral Dissertation class. After the class, Dr. Shannon Hilliker-VanStrander did consider the Plaintiff's Doctoral Dissertation to being ready for the first stage of submission for approval.

16.

In November of 2011, the Plaintiff took a mandatory 4<sup>th</sup> Year Residency class. This was due to the Plaintiff not making satisfactory progress with his Doctoral Dissertation. This class was named DOC/740R Annual Renewal Residency.

17.

The DOC/740R Annual Renewal Residency would not have been necessary with if the Plaintiff had been proper guidelines for the Doctoral Dissertation

18.

The Defendants has already admitted that the document that Dr. Shannon Hilliker-VanStrander instructed the plaintiff with was not approved by UOP and that it was a direct result of the Plaintiff's Doctoral Dissertation not being approved at the first stage of submission. In January of 2013, after months of complaints and inquiries by the Plaintiff about the process, the Defendants offered the Plaintiff a settlement of over \$17,000.00.

19.

In March of 2013, the Defendant, UOP rescinded the settlement offer after the Plaintiff asked the Defendants to allow him to work with someone from UOP who actually knew the correct format for how the Doctoral Dissertation was supposed to be formatted.

20.

The Plaintiff stated to the Defendants his concern that the Defendants could perpetually keep the Plaintiff taking numerous repeats of classes and Doctoral Dissertation submissions just to recoup their settlement amount if he is forced to work with someone who is not familiar the UOP Doctoral Dissertation process.

21.

In December of 2011, the Plaintiff began working with a different mentor, Dr. Matthew D. Gonzalez.

22.

In April of 2012, the Plaintiff submitted his Doctoral Dissertation for the first time, under his new mentor, Dr. Matthew D. Gonzalez. The Doctoral Dissertation was rejected. The Plaintiff inquired about why the Doctoral Dissertation was rejected as the plaintiff felt that he had followed the guidelines in document given to him by former mentor Dr. Shannon Hilliker-VanStrander. Dr. Diane Gavin, a UOP representative, responded to the Plaintiff informing him that the document given to him by Dr. Shannon Hillker-VanStrander.

It was in April of 2012 when the Plaintiff had proof that he had been improperly instructed by Dr. Shannon Hillker-VanStrander.

23.

During the Plaintiff's correspondence with Dr. Diane Gavin in April of 2012, the Plaintiff asked for a refund of his classes taken with Dr. Shannon Hilliker-VanStrander. This request was denied by the Defendant, UOP.

24.

In June of 2012, the Plaintiff's Dissertation Proposal was accepted for the first stage of the Doctoral Dissertation process after several edits to correct it from format and guidelines that he had been instructed write his Doctoral dissertation in by Dr. Shannon Hilliker-VanStrander.

25.

In October of 2012, the Plaintiff's Dissertation Proposal was accepted for the second stage of the Doctoral Dissertation process after numerous submissions.

26

In October of 2012, the Plaintiff received a formal letter from the Defendants stating that he would not reimbursed for the erroneous instruction that he received from Dr. Shannon Hilliker-VanStrander which resulted in him having to take several unnecessary classes.

27

In November of 2012, the Plaintiff enrolled into DOC/734 Doctoral Project IV with Dr. Matthew D. Gonzalez as his instructor.

28

In November of 2012, the Plaintiff contacted the Defendants by phone and spoke with Stephanie Neuhring from UOP's Office of Dispute Management. I reiterated to her that I felt that I should be reimbursed for the erroneous instruction that I received from UOP at under the instruction of Dr. Shannon Hilliker-VanStrander. I was told by Ms. Neuhring to submit my information in writing and that UOP would review the matter further.

29

The Plaintiff had asked Dr. Gavin about the guidelines for completing the last two chapters necessary for the Doctoral Dissertation. Dr. Gavin stated that UOP had no guidelines for completing the final two chapters necessary for the Doctoral Dissertation. On November 29<sup>th</sup>, 2012, the Plaintiff submitted his Doctoral Dissertation for third and de facto final part of the Doctoral Dissertation approval process.

30

On December 11<sup>th</sup>, 2012, the Plaintiff corresponded via E-mail with Dr. Jeremy Moreland, the Executive Dean of UOP and expressed his concerns that UOP did not have any guidelines for chapters 4 and 5, the final two chapters to complete the Doctoral Dissertation. Dr. Moreland stated to the Plaintiff that UOP had “committed individuals converged to support” me in the matter. However, he did not explain why my several requests to meet in person with a live human representative of UOP had not been granted.

31

The Plaintiff stated to Dr. Moreland in the December 11<sup>th</sup>, 2012 correspondence that not having guidelines for the final two chapters of the Doctoral Dissertation seem to be a system designed for UOP to all but guarantee the resubmissions of the Doctoral Dissertations.

32.

In January of 2013, the Defendants offered the Plaintiff a settlement in the amount of \$17,570.00. The settlement agreement was E-mailed to be by Ms. Neuhring with the name of Dr. William Pepicello, President of UOP in the signature block for the school.

33

The Plaintiff informed Ms. Neuhring, during this correspondence in January, that his Doctoral Dissertation had not been yet accepted and that he was concerned that UOP was attempting to negotiate in bad faith by refusing to approve his Doctoral Dissertation and that he would like his Doctoral Dissertation accepted prior to making a decision on a settlement for damages because he was concerned that UOP would purposely not approve his Doctoral Dissertation in order to recoup their the settlement offer by forcing him to have to retake classes in order for him to resubmit his Doctoral Dissertation, thus resulting in further damages.

34.

On January 19<sup>th</sup>, 2013, the Plaintiff's Doctoral Dissertation was denied by UOP officials confirming the suspicion of the Plaintiff that his Doctoral Dissertation would be unfairly denied in order to continue financially exploiting the Plaintiff by unfairly forcing the Plaintiff to continue to retake unnecessary classes. Many of the guidelines that the Defendants used to reject the Plaintiff's Doctoral Dissertation were guidelines that had not been disclose by UOP to the Plaintiff.

35.

At no point during the time that Plaintiff was taking and retaking several classes with Dr. Shannon Hilliker-VanStrander did the Defendant , UOP, ever question the Plaintiff's lack of Progress taking place in completing his Doctoral Dissertation.

36.

Dr. Shannon Hilliker-VanStrander had a financial incentive to keep the Plaintiff taking and retaking as many classes with her as possible. The longer the plaintiff was taking and re-taking preparatory Doctoral Dissertation classes, the more money she would receive.

37

The Defendants had a financial incentive to keep the Plaintiff taking and retaking as many courses as possible. The longer the Plaintiff was taking and retaking preparatory Doctoral Dissertation Course, the more money UOP would receive.

38.

The Defendants had a policy by which students had to submit their Doctoral Dissertation either while in class or up to 28 days after a class had ended. The reviews of the Doctoral Dissertations can take well over 30 days. Such a policy, essentially, ensured that students would have to retake a class for every submission as the school.

39.

The breach of this contract by the Defendants was without an arguable basis and was accompanied by conduct so willful and so grossly negligent as to constitute an independent tort.

40.

As a direct and proximate result of the Defendants' wrongful conduct as described in this Complaint, the Plaintiff has suffered, and continues to suffer, damages. The exact amount of these damages are unknown but are reasonably believed to exceed \$150,000.00 which is approximately the cost of the courses the Plaintiff has taken in the DM/IST program at UOP. The information necessary to calculate these damages has been withheld from the Plaintiff by the Defendants. Moreover, the Defendants' wrongful conduct constitutes bad faith and involves such willfulness and maliciousness that it rises to the level of an independent tort or torts, thus entitling the Plaintiff to recover punitive damages from the Defendants.

41

As a result of the Plaintiff not having his DM/IST he has lost several employment opportunities in his field. This is particularly true in regarding the Plaintiff being able to teach at the university level which for the most part requires a Doctoral level degree.

42.

Given the conduct of the Defendants, the pecuniary ability or financial worth of the Defendants, then \$500,000.00 per Defendant is well within the amount reasonably necessary for punishment of the wrongdoing, deterring the Defendants from similar conduct and to make an example of the Defendants so others may be deterred.

43.

During October of 2012, Dr. Andrew White, one of the Plaintiff's committee members and an employee of the University of Phoenix, became unresponsive to E-mails, phone calls and text messages sent to him by the Plaintiff for requests to assist with the Plaintiff's Doctoral Dissertation.

44.

The Plaintiff contacted Dr. Gavin through several E-mails and Dr. White could not be located and the Plaintiff never received any communication from Dr. White.

45.

Dr. White informed UOP officials that he had contacted the Plaintiff when, in fact, Dr. White had not contacted the Plaintiff.

1 46.

2 Due to Dr. White's conduct, the Plaintiff had to find a new committee member in order to  
3 re-submit his Doctoral. This new committee member had no familiarization with the Plaintiff's  
4 Doctoral Dissertation and thus the re-submission of the Plaintiff's Doctoral Dissertation took  
5 longer several weeks longer than it should have.  
6

7 47.

8 The Plaintiff had to choose instructors that were supposedly approved by UOP and  
9 available to assist students but many instructors stated that they were unavailable to assist the  
10 Plaintiff with his Doctoral Dissertation and thus should not have been on the approved/available  
11 list.  
12

13 48.

14 By forcing the Plaintiff to search for mentors and committee members through a list of  
15 instructors that are not available and otherwise unqualified to be mentors or committee members  
16 the Defendants financially exploited the Plaintiff by keeping the Plaintiff in the course longer  
17 than necessary.  
18

19 49.

20 On or about March, 2012, Dr. James Francisco, one of the Plaintiff's committee members  
21 and an employee of the University of Phoenix, became unresponsive to E-mails, phone calls and  
22 text messages sent to him by the Plaintiff for requests to assist with the Plaintiff's Doctoral  
23 Dissertation.  
24

25 50.

26 Due to Dr. Francisco's conduct, the Plaintiff had to find a new committee member in  
27 order to submit his Doctoral. This new committee member had no familiarization with the  
28 Plaintiff's Doctoral Dissertation and thus the submission of the Plaintiff's Doctoral Dissertation  
took longer several weeks longer than it should have.  
29

30 CLAIMS FOR RELIEF

31 51.

32 A. BREACH OF CONTRACT

33 The Defendants failure to provide the Plaintiff with proper preparation for the completion  
34 of his Doctoral Dissertation constitutes a willful breach of contract by the Defendants was  
35 attended with malice, insult and abuse that it constitutes an independent tort, thus entitling the  
36 Plaintiff to recover punitive damages as well as actual damages, which were proximately and  
37 foreseeable caused by the Defendants' breach.  
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4 52.

5 B. BREACH OF IMPLIED-IN-FACT CONTRACT  
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7 The Defendants' words to and conduct toward the Plaintiff constituted an implied  
8 promise to provide the Plaintiff an education based upon academic merit and not financial  
9 exploitation. The Defendants breached that promise without good cause and in bad faith. The  
10 Defendants' promise in this respect was supported by adequate consideration, including but not  
11 limited to continued substantial detrimental reliance, and as a direct and proximate result of the  
12 Defendants' breach, the Plaintiff suffered general damages. The breach by the Defendants of  
13 their promise, which was willful or grossly negligent, was attended by such malice, insult, and  
14 abuse that it constituted an independent tort, thus entitling the Plaintiff to recover punitive  
15 damages as well as actual damages.

16 53.

17 C. BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING  
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19 The Defendants breached the above described contract for reasons incompatible with  
20 good faith and fair dealing, as a proximate and foreseeable result of which the Plaintiff suffered  
21 damages. The breach of contract was wholly unsupported by any arguable reasons, was willful,  
22 malicious, and in bad faith.

23 54.

24 D. PROMISSORY ESTOPPEL  
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26 The Defendant deliberately made promises to the Plaintiff when they expected that the  
27 Plaintiff would rely on those promises. Those promises were known by the Defendants to have  
28 created a reasonable expectation in the Plaintiff that the Plaintiff would receive his DM/IST  
degree. The degree continues to be denied based upon the Defendants' financial exploitation of  
the student and not any type of academic merit. The Plaintiff relied to his substantial detriment  
upon those promises. Injustice can only be prevented by enforcing the Defendants' promises.  
The Defendants' breach of their promises and assurances proximately caused the damages  
previously described in the Complaint, said damages were foreseeable and the Defendants'  
conduct causing these damages was attended by malice, willfulness, insult, and abuse, thus  
entitling the Plaintiff to recover punitive as well as actual damages.

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E. INTENTIONAL INFILCTION OF EMOTIONAL UPSET

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The Defendants' unlawful conduct as previously described in this Complaint, was known  
to the Defendants to be likely to produce emotional distress in the Plaintiff, and it did in fact  
produce emotional distress in the Plaintiff. As a direct and proximate result of the Defendants'  
unlawful conduct the Plaintiff has suffered emotional distress and emotional damage of at least  
\$300,000.00. The Defendants' conduct as previously described was outrageous, wholly without  
legal or factual justification, was malicious and wanton, and thus entitles the Plaintiff to recover  
actual and punitive damages as previously described.

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F. FRAUD

The Defendant's unlawful conduct was specifically designed to defraud the Plaintiff  
monetarily and Doctoral level education. The Defendants did not have a primary intent of  
providing the Plaintiff with an education but rather to use the ruse of an educational process to  
defraud the Plaintiff monetarily by keeping the Plaintiff in tethered to the program as long as  
possible.

14  
REQUEST FOR JURY TRIAL

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The Plaintiff hereby requests that a trial for the above entitled-action be heard before a  
jury.

17  
RELIEF

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Plaintiff prays for a judgment providing the following relief:

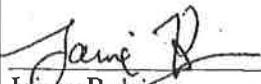
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1. For breach of contract, breach of implied-in-fact-contract, breach of the implied  
covenant of good faith and fair dealing: a judgment of this Court against the Defendants,  
awarding the Plaintiff \$75,000.00 and further awarding Plaintiff \$250,000.00 in punitive  
damages from each defendant. The Plaintiff further prays that the Defendant be required to pay  
the costs of this action and reasonable attorneys' fees in the amount of \$1,000.00.

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2. For the remaining claims of promissory estoppel, intentional infliction of emotional  
distress and fraud: a judgment of this Court awarding to the Plaintiff actual damages sustained as  
a result of the wrongful conduct of the Defendant in the amount of at least \$75,000.00 actual  
damages and further awarding Plaintiff \$250,000.00 punitive damages from each defendant,  
together with reasonable attorneys' fees and costs.

3. Such other and further relief to which the Plaintiff may be justly entitled.

1 Respectfully submitted,  
2

Date: 04/25/2013

3   
4 Jaime Reborn  
5 Pro Se

6 4759 Arroyo Seco Drive  
7 Las Vegas, NV 89119  
702-773-2642